

Electronically Recorded

Tarrant County Texas

Official Public Records

2009 Sep 21 12:51 PM

D209251030*Suzanne Henderson***Oil and Gas Lease**

Fee: \$ 16.00

Submitter: SIMPLIFILE

1 Pages

WHEREAS the undersigned, **Wells Fargo Bank, N.A.** ("Lender"), signing through its authorized agent, **Suzanne Henderson**, is the owner and holder of that certain indebtedness secured by a Deed of Trust ("Security Instrument") executed on July 3, 2003, by **Harold Clement, Jr. and Terrye Clement**, husband and wife ("Borrower" whether one or more), for the benefit of the MERS, recorded at Instrument No. D203259183, Official Public Records, Tarrant County, Texas, and is made a part hereof by reference and covers the following lands in Tarrant County, Texas (the "Lands"):

Lot 39, Block 2, Briarhill Estates, an Addition to the City of Arlington, Tarrant County, Texas, according to the Plat thereof recorded in Cabinet A, Slide 1716, of the Plat Records of Tarrant County, Texas.

And WHEREAS Harold Clement, Jr. and Terry Clement, husband and wife ("Lessor" whether one or more), executed an Oil, Gas and Mineral Lease (the "Lease") to XTO Energy, Inc., (Lessee) dated August 19, 2008, a Memorandum of which is recorded in the Official Public Records of Tarrant County, Texas, at Document Number D208422846.

Therefore, for and in consideration of the sum of Ten Dollars (\$10.00), and other good and valuable consideration, the parties agree as follows:

1. **Non-disturbance.** Lienholder acknowledges and agrees that it will not infringe upon or disturb the owners leasehold interests of Lessee, and Lessee shall continue in the quiet enjoyment of same, including the right to pay all rents and royalties payable under the Lease to the Lessor.

2. **Payment of Royalties.** Lessee agrees, in consideration of the execution of this Agreement by Lienholder, that in the event Lienholder advises Lessee in writing that the Mortgage of Lessor is delinquent, then Lessee will pay to Lienholder all royalties and rentals due or to become due until further notice by Lienholder that the Mortgage is no longer delinquent.

3. **Consent.** Lienholder agrees that any sale of said property under and by virtue of said Deed of Trust, whether by judicial proceedings, public auction and outcry, private sale, or any other transfer, shall be made expressly subject to the aforesaid Lease, and said Lease shall not be terminated by any such transfer of the mortgaged property.

4. **Attornment.** In the event the mortgage is foreclosed for any reason, and Lienholder succeeds to the interest of the Lessor under the Lease, Lessee agrees that it shall recognize Lienholder as successor-in-interest to Lessor and to any and all of the right, title and interest of the Lessor under the Lease. Lessee agrees to render to Lienholder the performance of all of Lessee's obligations, which, under the terms of the Lease, are for the benefit of Lessor, with the same force and effect as if Lienholder were the original Lessor.

The rights and obligations of the parties hereunder shall inure to the benefit of the respective successors, heirs and assigns of each party. Therefore, the Lease and all of its terms are hereby incorporated by reference in this Agreement with the same force and effect as if set forth completely herein.

**

Witness my signature this the 2nd day of September, 2009.

Mortgage Electronic Registration Systems, Inc.

By: *Lorna L. Slaughter*Name/Title: Lorna L. Slaughter, VP**ACKNOWLEDGMENT**

STATE OF MARYLAND §
COUNTY OF Frederick §

This instrument was acknowledged before me on the 2nd day of September, 2009 by Lorna L. Slaughter (name), Vice President (title/position) of Mortgage Electronic Registration Systems, Inc., on behalf of said organization in the capacity herein stated.



My Comm. Exp. 03/31/2011

Lorraine L. Slaughter

Notary Public

** Further, Lien Holder hereby requires that for so long as the Mortgage is effective, the current owner of the Lease, its successors/assigns shall not enter upon or in any way utilize the surface of the leased premises for any oil, gas or mineral operations without the prior written consent of Lien Holder, or its successors/assigns.